

**GOVERNMENT-RIGAS**  
**SETTLEMENT AGREEMENT**

This Settlement Agreement (the “**Agreement**”) is entered into this 24th day of April 2005, by and between the United States Attorney’s Office for the Southern District of New York (the “**Government**”), on the one hand, and John J. Rigas, Doris Rigas, Michael J. Rigas, Timothy J. Rigas, James P. Rigas, Ellen Rigas Venetis and their affiliated entities listed on **Exhibit A** hereto (collectively referred to as the “**Rigas Family**”), on the other hand. The Government and the Rigas Family are collectively referred to herein as the “**Parties.**”

**Background**

Adelphia Communications Corporation (“**Adelphia**”) is a debtor-in-possession in bankruptcy proceedings whose case is being jointly administered with its debtor subsidiaries and affiliates under Bankruptcy Case No. 02-41729 (REG) in the United States Bankruptcy Court for the Southern District of New York (“**Bankruptcy Court**”).

Adelphia owns and operates a large group of cable television systems and operates other cable television systems owned by the Rigas Family. The Rigas Family owned cable television systems are hereinafter referred to as the “**Managed Entities**” and are described on **Exhibit B** hereto.

On July 30, 2003, a Superseding Indictment (the “**Indictment**”) was returned against, among others, John J. Rigas, Timothy J. Rigas and Michael J. Rigas in twenty-three counts relating to events and transactions involving Adelphia and the Managed Entities. On July 8, 2004, the jury in the United States District Court for the Southern District of New York

(the “**Court**”) in the case entitled *United States of America v. John J. Rigas, et al.*, (S1) 02 CR 1236 (LBS) (the “**Criminal Case**”), found John J. Rigas and Timothy J. Rigas guilty on Counts One (Conspiracy to Commit Securities Fraud, False Statements in SEC Filings, and Bank Fraud), Two through Sixteen (Securities Fraud), and Twenty-Two and Twenty-Three (Bank Fraud), and not guilty on Counts Seventeen through Twenty-One (Wire Fraud). Additionally, the same jury found Michael J. Rigas not guilty on Counts One (Conspiracy to Commit Securities Fraud, False Statements in SEC Filings, False Books and Records, Wire Fraud and Bank Fraud) and Seventeen through Twenty-One (Wire Fraud), and was unable to agree as to the remaining counts.

On December 10, 2004, the Government filed an Application for Preliminary Orders of Forfeiture against John J. Rigas and Timothy J. Rigas pursuant to Federal Rule of Criminal Procedure 32.2 (the “**Forfeiture Application**”).

On July 24, 2002, Adelphia commenced an adversary proceeding in the Bankruptcy Court against, among others, the Rigas Family and the Managed Entities alleging, among other things, violations of the RICO Act, securities fraud, breach of fiduciary duty and breach of contract. This adversary proceeding is pending at No. 02-08051 (the “**Civil Action**”). On August 26, 2002 and November 26, 2002, the Bankruptcy Court entered orders restraining certain members of the Rigas Family from disposing of assets (the “**TROs**”). On February 2, 2005, Adelphia commenced a second adversary proceeding in the Bankruptcy Court against certain members of the Rigas Family seeking to resolve disputes regarding the ownership of certain real estate, pending at adversary proceeding No. 05-01101 (the “**Real Estate Action**”). Simultaneously herewith, the Rigas Family and Adelphia have entered into a written agreement settling the Civil Action with respect to certain members of the Rigas Family, the TROs, the

Real Estate Action and all other claims and liabilities between the Parties (the “**Rigas/Adelphia Settlement Agreement**”).

On June 24, 2002, the Securities and Exchange Commission (the “**SEC**”) commenced a civil enforcement action in the Court against, among others, Adelphia and John J. Rigas, Timothy J. Rigas, Michael J. Rigas and James J. Rigas pending at No. 02-CV-5776 (the “**SEC Action**”). The Government and the SEC anticipate entering into a settlement with Adelphia (the “**Government/Adelphia Settlement**”).

In connection with entering into this Agreement, the Rigas Family represents that all ownership interests of John J. Rigas and Timothy J. Rigas in any material assets not forfeited pursuant to this Agreement shall be transferred to, or for the benefit of, the other members of the Rigas Family, in partial consideration for their consent to the forfeitures required by the Government.

The Parties agree that a settlement on the terms and conditions set forth herein will serve the best interests of all constituents without the need for further litigation. In entering into this settlement none of the Parties makes any legal or factual concession or admission with respect to their various charges, claims or defenses.

**NOW, THEREFORE,** in consideration of the Background (which is incorporated herein and made a part hereof), the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **Consent to Forfeiture**

1. In consideration of the settlement memorialized by this Agreement, each person or entity included in the Rigas Family consents to the forfeiture to the United States, in connection with any civil or criminal forfeiture related to the Criminal Case, or in any subsequently filed civil forfeiture action, pursuant to 18 U.S.C. § 981(a)(1)(C), as appropriate, of all of their respective interests in the Forfeited Managed Entities and the Other Forfeited Entities listed on **Exhibit C** hereto. The forfeiture described in this paragraph shall be effectuated by the entry of a Consent Order of Forfeiture, the proposed form of which is set forth in **Exhibit D** hereto (the “**Forfeiture Order**”), and, if the Government in its discretion deems it necessary, by institution of civil forfeiture proceedings.

2. In consideration of the settlement memorialized by this Agreement, each person or entity included in the Rigas Family consents to the forfeiture to the United States, in connection with any civil or criminal forfeiture related to the Criminal Case, or in any subsequently filed civil forfeiture action, pursuant to 18 U.S.C. § 981(a)(1)(C), as appropriate, all of their respective interests in the real estate listed on **Exhibit E** hereto. The forfeiture described in this paragraph shall be effectuated by the means set forth in Paragraph 1. With respect to the all of properties described on **Exhibit E**, Section A, and with respect to property number 43 on **Exhibit E**, the United States shall not take title to any of the Forfeited Real Estate for 6 months from the entry of the Forfeiture Order and the Rigas Family shall have the right to occupy all of such real estate until such time.

3. In consideration of the settlement memorialized by this Agreement, each person included in the Rigas Family consents to the forfeiture to the United States, in

connection with any civil or criminal forfeiture related to the Criminal Case, or in any subsequently filed civil forfeiture action, pursuant to 18 U.S.C. § 981(a)(1)(C), as appropriate, all of their respective interests in the entities listed as Other Forfeited Entities on **Exhibit C** hereto. John J. Rigas and Timothy J. Rigas, to the extent of their individual ownership, further consent to the forfeiture to the United States of any debt and/or equity securities issued by Adelphia, including but not limited to those securities listed on **Exhibit F** hereto. These forfeitures shall be effectuated by the means set forth in Paragraph 1. Each entity listed on **Exhibit C** hereto, and each subsidiary thereof, that owns any debt and/or equity securities issued by Adelphia, including but not limited to those securities listed on **Exhibit F** hereto, further consents to the forfeiture to the United States of such securities, when and if requested to do so by the Government after the entities on **Exhibit C** have been forfeited. To the extent that any Adelphia securities are owned by a person on **Exhibit A** or by an entity on **Exhibit A** that is not forfeited, such securities shall be forfeited, or, at the option of the Rigas Family, the entity that owns them shall be forfeited.

4. Each person included in the Rigas Family agrees not to file a claim in the ancillary proceeding or otherwise contest the forfeiture to the United States of all of their respective interests in: (1) the entities listed on **Exhibit C**, hereto; (2) the real estate listed on **Exhibit E**, hereto; and (3) the Adelphia securities listed on **Exhibit F**, hereto. Each person included in the Rigas Family, to the extent of their individual ownership, further agrees not to file a claim in the ancillary proceeding or otherwise contest the forfeiture to the United States of any debt and/or equity securities issued by Adelphia, including but not limited to those securities listed on **Exhibit F** hereto. These forfeitures shall be effectuated by the means set forth in Paragraph 1. Each entity listed on **Exhibit C** hereto, and each subsidiary thereof, that owns any

debt and/or equity securities issued by Adelphia, including but not limited to those securities listed on **Exhibit F** hereto, further agrees not to file a claim in the ancillary proceeding or otherwise contest the forfeiture to the United States of such securities, when and if requested to do so by the Government after the entities on **Exhibit C** have been forfeited.

#### **Retention of Assets**

5. All assets or interests in assets owned by any person or entity included in the Rigas Family and not forfeited pursuant to Paragraphs 1 through 4 hereof are retained free and clear of any and all claims, liens, interests or encumbrances of the Government arising from the ownership, control or management of Adelphia by the Rigas Family, including but not limited to the conduct described in the Indictment and the complaint filed in the SEC Action, subject to the provisions of 21 U.S.C. § 853, and Paragraphs 6 and 10, hereof.

6. The Rigas Family shall have the right to substitute cash for forfeiture in lieu of any real estate that would be forfeited pursuant to Paragraph 2, hereof (other than properties numbered 34 through 42 on **Exhibit E**), and thereby retain such real estate free and clear of any liens, claims or encumbrances of the Government arising from the ownership, control or management of Adelphia by the Rigas Family, including but not limited to the conduct described in the Indictment and the complaint filed in the SEC Action, subject to the provisions of 21 U.S.C. § 853, this Paragraph 6, and Paragraph 10. Such substitute cash shall be equal to the appraised value of the subject real estate as determined by an appraiser mutually agreeable to the Rigas Family and the Government, less the outstanding amount of any recorded mortgages, liens or judgments. With respect to Greystone, the Rigas Family shall have the right to retain the spousal entireties interest therein of John J. Rigas by the payment of \$1,700,000 to the United States for forfeiture in lieu of that interest. With respect to the real estate in the

Coudersport area that constitutes part of Wending Creek Farms and that would otherwise be forfeited, the Rigas Family shall have the right to substitute for forfeiture other real estate of comparable value (such values being determined by a mutually agreeable appraiser), and retain such Coudersport area real estate free and clear of any liens, claims or encumbrances of the Government arising from the ownership, control or management of Adelphia by the Rigas Family, including but not limited to the conduct described in the Indictment and the complaint filed in the SEC Action, subject to the provisions of 21 U.S.C. § 853, this Paragraph 6, and Paragraph 10. Such payment or substitutions of cash or real estate shall occur not later than 6 months from entry of the Forfeiture Order. With respect to this Agreement, the Government shall not exercise its rights under Section 853(p) with respect to: (a) the forfeited property listed on **Exhibits C and F** (the Forfeited Managed Entities and Other Forfeited Entities and Forfeited Securities); and (b) the forfeited property listed on **Exhibit E** (Forfeited Real Estate) to the extent of any diminution in value of such property as a consequence of such liens and/or encumbrances as are disclosed to the Government in writing prior to the execution of this Agreement.

7. The ownership interest in Bucktail Broadcasting Corporation held by Highland Video Associates, L.P. shall be transferred to, or for the benefit of, members of the Rigas Family other than John J. Rigas or Timothy J. Rigas, prior to the entry of the Forfeiture Order.

### **The Victim Fund**

8. From the proceeds of the assets forfeited by and with the consent of the Rigas Family pursuant to this Agreement, the Attorney General shall establish a fund (the “**Victim Fund**”) for the purpose of providing restitution to such holders of Adelphia’s publicly traded securities as the Attorney General, in his sole discretion, determines were victims of the conduct alleged in the Indictment and the complaint filed in the SEC Action. No member of the Rigas Family may make a claim against the forfeited assets or the Victim Fund or object in any way in any forum to the distribution of the forfeited assets or to any action taken by, or in reference to the operation of, the Victim Fund. As a condition to receiving a distribution from the forfeited assets or the Victim Fund, the Attorney General shall require any such victim recipient, other than Adelphia, to release and discharge the Rigas Family (except for John J. Rigas and Timothy J. Rigas) and Peter L. Venetis from any and all actions, claims or liabilities of any nature in relation to the ownership, control or management of Adelphia by the Rigas Family, including but not limited to the conduct described in the Indictment and the complaint filed in the SEC Action, and to dismiss any such claim or litigation commenced by such recipient against the Rigas Family (except for John J. Rigas and Timothy J. Rigas) or Peter L. Venetis. Such recipients shall also reduce and mark satisfied any judgment that they obtain against third parties, or otherwise indemnify the Rigas Family (except for John J. Rigas and Timothy J. Rigas) and Peter L. Venetis, to the extent of any liability (for contribution, indemnity or the like) of the Rigas Family (other than John J. Rigas or Timothy J. Rigas) or Peter L. Venetis to the third party on account of such judgment.



### **Release of Certain Claims by the Government**

9. At the sentencing of John J. Rigas and Timothy J. Rigas, the Government shall advise the Court of this Agreement, and, in consideration thereof, the Government shall request no order of restitution or criminal fine upon either John J. Rigas or Timothy J. Rigas (other than mandatory special assessments required as a consequence of the convictions of John J. Rigas and Timothy J. Rigas pursuant to 18 U.S.C. § 3013).

10. Upon satisfaction of all Conditions Precedent (as hereinafter defined) to this Agreement, the Government shall seek no other or further forfeiture, restitution, fine or other economic sanction or recovery in relation to the ownership, control or management of Adelpia by the Rigas Family, including but not limited to the conduct described in the Indictment, against any person or entity included in the Rigas Family. Following the entry of the Forfeiture Order, the Government shall not cause the Forfeited Managed Entities to pursue any claims against any member of the Rigas Family or Peter L. Venetis. This Agreement does not bind any federal, state or local prosecuting authority other than the Government, nor does this Agreement apply to any criminal tax violations or civil tax claims as to which the Government cannot and does not make any agreement. If requested by any member of the Rigas Family, the Government will bring the terms of this Agreement to the attention of any other prosecuting authorities.

11. This Agreement is a full and final settlement and shall not be affected by any reversal or relief from the judgment of conviction against John J. Rigas and Timothy J. Rigas, or any subsequent conviction of any person or entity included in the Rigas Family.

### **Conditions Precedent to Forfeiture**

12. At or before their sentencing, John J. Rigas and Timothy J. Rigas may request the Court to enter an order, the form of which is attached hereto as **Exhibit I**. The entry of such order or another approval order acceptable to John J. Rigas and Timothy J. Rigas shall be a condition precedent to the effectiveness of this Agreement and the entry of the Forfeiture Order.

13. In addition, the following are also conditions precedent to this Agreement and to the entry of the Forfeiture Order:

(a) The Bankruptcy Court shall have entered an order under Rule 9019 of the Federal Rules of Bankruptcy Procedure approving the Rigas/Adelphia Settlement Agreement and the Government/Adelphia Agreement which order shall not have been stayed; and

(b) John J. Rigas, Timothy J. Rigas, Michael J. Rigas and James P. Rigas shall consent to permanent injunctions against violations of the securities laws and director and officer bars in a form customarily required by the SEC ("**SEC Consent Order**"); and

(c) The United States District Court for the Southern District of New York (Judge Castel) shall have entered the SEC Consent Order or otherwise approved this Agreement.

14. All of the conditions precedent (collectively, the "**Conditions Precedent**") must be satisfied on or before June 1, 2005, or such other date as may be set for sentencing (the "**Control Date**"). In the event that all of the Conditions Precedent are not

satisfied on or before the Control Date: (a) the Agreement shall become voidable by either Party to this Agreement and shall, if voided, be of no further force or effect; (b) the Government may request that the Court rule on its Forfeiture Application, and (c) the Rigas Family shall have all of their rights, claims and defenses against the relief sought by the Government in the Forfeiture Application and otherwise under the law.

### **Miscellaneous Provisions**

15. This Agreement shall not be used to establish the amount of any loss in connection with the sentencing of John J. Rigas and Timothy J. Rigas, or in any other criminal proceeding. This Agreement is not admissible in the criminal case against Michael J. Rigas, nor in any retrial of the criminal case against John J. Rigas and/or Timothy J. Rigas.

16. This Agreement shall not constitute any admission of liability or concession by any Party as to any legal or factual position.

17. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof. This Agreement shall not be modified, supplemented, amended or otherwise changed, or any of its provisions waived, in any manner whatsoever except by written instrument signed by the Parties. Whenever possible, each term of this Agreement shall be interpreted in such a manner as to be valid and enforceable. In the event that any term should be judicially determined to be or rendered invalid or unenforceable, all other provisions shall remain unaffected to the extent permitted by law.

18. The Parties, from time to time, shall take such further actions and execute such other documents, including any consents to forfeiture in any subsequent civil forfeiture

proceedings that are necessary to convey title or otherwise relinquish all interests of the Rigas Family to the assets to be forfeited under this Agreement, as are reasonably requested by another Party to implement this Agreement and the transactions contemplated hereby.

19. The plural shall include the singular and the singular shall include the plural, as the context may require. The term “**Rigas Family**” shall include any person or entity, or any combination of persons or entities, listed on **Exhibit A** hereto.

20. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed the complete Agreement.

21. The Court shall have exclusive jurisdiction over the interpretation and enforcement of this Agreement.

**IN WITNESS WHEREOF**, and intending to be legally bound hereby, the Parties  
hereto have caused this Agreement to be duly executed as of the date set forth above.

David N. Kelley  
United States Attorney for the  
Southern District Of New York

By: \_\_\_\_\_

Richard D. Owens  
Christopher J. Clark  
Assistant United States Attorneys for the  
United States of America  
(212) 637-2415/2205

\_\_\_\_\_  
John J. Rigas

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Doris Rigas

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Michael J. Rigas

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Timothy J. Rigas

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James P. Rigas

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Ellen Rigas Venetis

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RIGAS OFFICES

003/010

APR.25.2005 9:30AM BROWN RAYSMAN

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P.22

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties  
hereto have caused this Agreement to be duly executed as of the date set forth above.

David N. Kelley  
United States Attorney for the  
Southern District Of New York

By: 

Richard D. Owens  
Christopher J. Clark  
Assistant United States Attorneys for the  
United States of America  
(212) 637-2415/2205

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John J. Rigas

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Doris Rigas

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Michael J. Rigas

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Timothy J. Rigas

  
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James P. Rigas

Ellen Rigas Venetis

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Apr-25-05 08:19am From: The Ritz-Carlton Golf Res. Golf/Concierge 2392543324

T-575 P.004/007 F-568

APR-25-2005 00:31

The following entities by one or more of the persons signing below in their capacity as an officer, member or partner of the entity, the member of the entity, the general partner, or entity performing a similar function:

Adelphia Cablevision Associates of Radnor, L.P.	Highland Holdings Puerto Rico LLC
Adelphia Cablevision of West Palm Beach, LLC	Highland Preferred Communications, LLC
Adelphia Cablevision of West Palm Beach II, LLC	Highland Preferred Communications 2001, LLC
Bucktail Broadcasting Corp.	Highland Prestige Georgia, Inc.
Coudersport Television Cable Co.	Highland Video Associates, L.P.
Coudersport Theatre	Hilton Head Communications, L.P.
Cablevision Business Services, Inc.	Illiad Holdings, Inc.
Demetrios, Inc.	Ionian Communications, L.P.
Desert Hot Springs Cablevision, Inc.	Island Partners, Inc.
Dobaire Designs	Kostas LLC
Dorellenic	Montgomery Cablevision Associates, L.P.
Dorellenic Cable Partners	NCAA Holdings, Inc.
Doris Holdings, L.P.	Niagara Frontier Hockey, L.P.
Eleni Acquisition, Inc.	Patmos, Inc.
Eleni Interiors, Inc.	Persephone Enterprises, Ltd.
Ergoarts, Inc.	Prestige Communications, Inc.
Gristmill Properties, Inc.	Preston Motors, Inc.
Henderson Community Antenna Television, Inc.	RFP Cable Holdings, Inc.
Highland 2000, LLC	Rigas Entertainment, Ltd.
Highland 2000, L.P.	Rigas Investments, LLC
Highland Carlsbad Cablevision, Inc.	Rigas Investments, L.P.
Highland Carlsbad Operating Subsidiary, Inc. (f/k/a Daniels Cablevision, Inc.)	Roumali, Inc.
Highland Communications, LLC	SAGIR, Inc.
Highland Holdings	Songcatcher Films, LLC
Highland Holdings II, G.P.	Syracuse Hilton Head Holdings, L.P.
	Wending Creek 3656, LLC
	Wending Creek Farms, Inc.
	Zito Corporation
	Zito L.P.


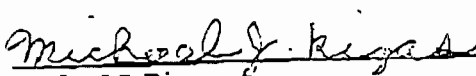

BY EACH OF THE FOLLOWING, AS APPLICABLE:

  
John J. Rigas

Apr-25-05 08:20am From-The Ritz-Carlton Golf Res.Golf/Conclerge 2392543324

T-575 P.005/007 F-568

APR-25-2005 00:31

  
Doris Rigas  
Michael J. Rigas  
Timothy J. Rigas  
James P. Rigas  
Ellen Rigas Venetis

04/25/05 10:55 FAX 212 895 2900

BRMF&S LLP

058

04/25/2005 09:04 FAX 814 274 7304

RIGAS OFFICES

006/010

APR. 25, 2005 9:31AM BROWN RAYSMAN

NO. 029

P. 25

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Doris Rigas


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Michael J. Rigas

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Timothy J. Rigas

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James P. Rigas

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Ellen Rigas Venetis

**OMNIBUS WRITTEN CONSENT OF THE RIGAS ENTITIES  
APPROVING THE SETTLEMENT AMONG THE RIGAS FAMILY,  
THE GOVERNMENT AND ADELPHIA**

**As of April 24, 2005**

**WHEREAS**, the board of directors, managing member, general partner, or other governing body (the "**Board**") of each entity executing this Omnibus Resolution, including each entity listed on Exhibit A hereto (each a "**Rigas Entity**" and collectively, the "**Rigas Entities**"), deems it advisable and in the best interest of such Rigas Entity to settle various legal actions including, but not limited to, the Civil Action, the SEC Action, the TROs and the Real Estate Action (each as defined in the Settlement Agreements) (the "**Settlement**"); and

**WHEREAS**, as part of the Settlement: (i) the United States Attorney's Office for the Southern District of New York (the "**Government**") has agreed to enter into a settlement agreement with the individuals and entities listed on Exhibit B hereto (the "**Rigas Family**") and Peter L. Venetis providing, among other things, for the settlement of all monetary claims upon the satisfaction of certain conditions set forth therein (the "**Rigas/Government Settlement Agreement**"), and (ii) Adelphia Communications Corporation ("**Adelphia**") has agreed to enter into a settlement agreement with the Rigas Family and Peter L. Venetis providing for the settlement of the Civil Action, the TROs, the Real Estate Action and all other claims and liabilities between the parties (the "**Rigas/Adelphia Settlement Agreement**" and together with the Rigas/Government Settlement Agreement, the "**Settlement Agreements**"); and

**WHEREAS**, the Board of each Rigas Entity has reviewed the Settlement Agreements in their entirety and received the advice of counsel with respect thereto;

**NOW, THEREFORE, BE IT RESOLVED**, that it is advisable and in the best interest of each Rigas Entity and the constituents to whom each Board owes fiduciary duties to enter into the Settlement Agreements, and each of John J. Rigas, Timothy J. Rigas, Michael J. Rigas, James P. Rigas and the other authorized officers, partners or other authorized persons (the "**Authorized Officers**") are each authorized to execute the Settlement Agreements, with such changes, additions, deletions and modifications as such Authorized Officer may in his or her sole discretion approve; and be it further

**RESOLVED**, that the Authorized Officers of each Rigas Entity be, and each of them acting singly hereby is, authorized and directed, in the name and on behalf of such Rigas Entity, to negotiate, execute, attest, acknowledge and deliver the Settlement Agreements, substantially on the terms herein approved and substantially in the form presented to and approved by such Rigas Entity's Board in all respects, and with such changes, additions, deletions and modifications as such Authorized Officer may in his or her sole discretion approve, such Authorized Officer's execution thereof to be conclusive evidence of such approval and the authorization thereof by the Board; and be it further

**RESOLVED**, that the Authorized Officers of each Rigas Entity be, and each of them hereby is, authorized and directed to do or cause to be done any and all such other acts and

things and to execute and deliver any and all such further documents, instruments and certificates, in the name and on behalf of such Rigas Entity, as they or any of them may deem necessary or appropriate to carry into effect the full intent and purpose of the foregoing resolutions, the taking of any such actions or the execution or delivery of any such documents, instruments or certificates by such Authorized Officer(s) to be conclusive evidence that the same were authorized by this resolution.

This written consent shall be filed with the records of the meetings of the Board of each Rigas Entity and shall constitute, for all purposes, regardless of the form, approval of the Board of each Rigas Entity.

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Apr-25-05 08:19am From-The Ritz-Carlton Golf Res.Golf/Concierge 2392543324

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The following entities by one or more of the persons signing below in their capacity as an officer, member or partner of the entity, the member of the entity, the general partner, or entity performing a similar function:

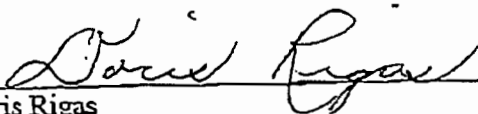
Adelphia Cablevision Associates of Radnor, L.P.	Highland Holdings Puerto Rico LLC
Adelphia Cablevision of West Palm Beach, LLC	Highland Preferred Communications, LLC
Adelphia Cablevision of West Palm Beach II, LLC	Highland Preferred Communications 2001, LLC
Bucktail Broadcasting Corp.	Highland Prestige Georgia, Inc.
Coudersport Television Cable Co.	Highland Video Associates, L.P.
Coudersport Theatre	Hilton Head Communications, L.P.
Cablevision Business Services, Inc.	Illiad Holdings, Inc.
Demetrios, Inc.	Ionian Communications, L.P.
Desert Hot Springs Cablevision, Inc.	Island Partners, Inc.
Dobaire Designs	Kostas LLC
Dorellenic	Montgomery Cablevision Associates, L.P.
Dorellenic Cable Partners	NCAA Holdings, Inc.
Doris Holdings, L.P.	Niagara Frontier Hockey, L.P.
Eleni Acquisition, Inc.	Patmos, Inc.
Eleni Interiors, Inc.	Persephone Enterprises, Ltd.
Ergoarts, Inc.	Prestige Communications, Inc.
Gristmill Properties, Inc.	Preston Motors, Inc.
Henderson Community Antenna Television, Inc.	RFP Cable Holdings, Inc.
Highland 2000, LLC	Rigas Entertainment, Ltd.
Highland 2000, L.P.	Rigas Investments, LLC
Highland Carlsbad Cablevision, Inc.	Rigas Investments, L.P.
Highland Carlsbad Operating Subsidiary, Inc. (f/k/a Daniels Cablevision, Inc.)	Roumali, Inc.
Highland Communications, LLC	SAGIR, Inc.
Highland Holdings	Songcatcher Films, LLC
Highland Holdings II, G.P.	Syracuse Hilton Head Holdings, L.P.
	Wending Creek 3656, LLC
	Wending Creek Farms, Inc.
	Zito Corporation
	Zito L.P.

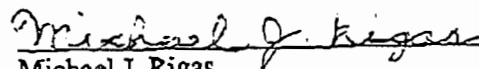
BY EACH OF THE FOLLOWING, AS APPLICABLE:

  
 John J. Rigas

Apr-25-05 08:19am From-The Ritz-Carlton Golf Res.Golf/Concierge 2392543324

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Doris Rigas

  
Michael J. Rigas

  
Timothy J. Rigas

James P. Rigas

  
Ellen Rigas Venetis

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James P. Rigas

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Ellen Rigas Veneris